

Attorney's Docket No.:10559-197001

Remarks

Reconsideration and allowance of the above referenced application are respectfully requested.

A new nonfinal rejection was provided, rejecting claims 1-17 and 23-28 based on Messner. The rejection takes the interpretation that the sending of a gift certificate to a person and then the use of that gift certificate reads on the claimed vouchers. In response, claims 1, 7 and 13 are amended in a way that obviates the interpretation of sending a gift certificate. The rejection of claim 23 and 26 remains traversed.

Turning to claim 23 first, this claim requires that the amount of information provided "is a function of consideration from the second party". The rejection alleges that this is found in Messner's column 7 lines 36-43. The cited portion states that there is a voucher server in communication through an account information server and the merchant bank, and that it may also be in communication via the bank network. There is no teaching or suggestion of the claimed subject matter that the amount of information provided "is a function of consideration from the second party". Messner's mere statement that it is in communication with bank networks certainly does not suggest this subject matter.

Claim 26 similarly defines the amount of information

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provided "as a function of consideration from the second party". Again there is no teaching or suggestion of this feature in the cited prior art.

Claims 1-17 were rejected based on the rationale that Messner teachers purchasing vouchers, giving an address, and then sending the voucher to a second party. With all due respect, the claim requires that the order is sent to a second party, not the result of the order (which would be the voucher). Hence, the interpretation is inconsistent, since it fails to take into account transmitting the order to the second party.

However, claim 1 is amended to obviate this interpretation by adding a number of elements. Claim 1 defines that the second party fills the order for the good or service, which obviates the interpretation. Claim 1 also recites that "information which will be necessary to process the order" is sent to the second party, which is entirely different than what is done by Messner. Messner sends the gift certificate itself, not information which will be necessary to process the order.

Claim 7 also recites transmitting information that will be necessary to process the order, and also recites filling the order by the second party. Therefore, claim 7 obviates the interpretation using similar rationale to that discussed above.

Claim 13 has been amended to recite that the processor transmits "information necessary to process the order". Claim

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13 should hence be allowable for analogous reasons.

It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

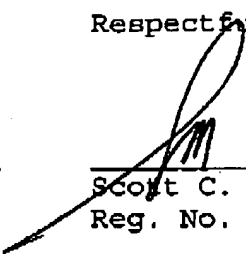
Applicant asks that all claims be allowed. Is it believed

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no fee is due, however, please apply any other charges or
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Respectfully submitted,

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Scott C. Harris
Reg. No. 32,030

Fish & Richardson P.C.
12390 El Camino Real
San Diego, California 92130
(858) 678-5070 telephone
(858) 678-5099 facsimile

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